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**Title: Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc., & Southern California Contractors Association, Inc. and International Brotherhood of Teamsters (IBT) Joint Council No. 42, Local 87 (2003)**

**K#: 8411**

**Employer Name: Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc., & Southern California Contractors Association, Inc.**

**Location: CA Southern**

**Union: International Brotherhood of Teamsters (IBT) Joint Council No. 42**

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**2003 - 2006  
Teamsters  
Agreement**

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**2003 - 2006  
Teamsters  
Agreement**

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**SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT  
between  
SOUTHERN CALIFORNIA GENERAL CONTRACTORS  
and  
TEAMSTER JOINT COUNCIL NO. 42  
and  
TEAMSTER LOCAL UNION NO. 87  
Affiliated with the  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS**

*This agreement entered into this first day of July 2003, by and between the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., and the Southern California Contractors Association, Inc., on behalf of their respective eligible members, hereinafter referred to as the CONTRACTORS; and Joint Council of Teamsters NO. 42 and Teamsters Local Union No. 87, affiliated with the International Brotherhood of Teamsters, who are signatory hereto for themselves and the Local Unions which have jurisdiction over the work hereinafter described, hereinafter referred to as the UNION.*

**Purpose**

The Contractors are engaged in construction work in Southern California and, in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

**ARTICLE I  
General Provisions**

**101. Definitions:**

101.1. The term "Contractor" or "Employer," as used herein, shall refer to an Employer party to or bound by this Agreement.

101.2. The term "Association," as used herein shall refer to the Associations previously named and signatory to this Agreement.

101.3. The term "Union," as used herein, shall refer to Teamsters Joint Council No. 42 in behalf of its affiliated local unions: Teamsters Local Unions 166, 186, 381, 848, and 986 and Teamsters Local Union No. 87 all affiliated with the International Brotherhood of Teamsters of America, in the Eleven Southern California Counties, which have jurisdiction over the work in the territory covered by this Agreement.



101.4. The term "Workman" or "Workmen," as used herein, shall refer to a person, or persons, in the labor market who are not employed.

101.5. The term "Employee(s)," as used herein, shall refer to the employed person, or persons, covered by this Agreement, and Owner-Operators as defined in Article XXIV of this Agreement.

101.6. All personal nouns and pronouns refer to the male and female gender.

## **102. COVERAGE**

102.1. This Agreement shall apply to and cover all hours of employment of each employee of the Contractors, including Developers, Builders or Construction Managers and to Owner-Builders to the extent permitted by law within the territory as described in this paragraph, employed to perform or performing any construction work within the jurisdiction of the Union, as such employees and construction work are respectively defined hereafter in this Agreement in the area known as Southern California and more particularly described as the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.

102.2. This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms or corporations who at the time of execution of this Agreement are, or during the term hereof become eligible members of the Associations.

102.3. Each individual Contractor whether corporate, or other legal entity, or its successor, shall be liable under, subject to and bound by the Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement.

102.4. This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations irrespective of any similarity between this Agreement and any such other Agreements, and no acts or things done by the parties to such Agreements or notices given pursuant to the provisions hereof, shall change or modify this Agreement or in any manner affect the contractual relationships of the parties herein, except as otherwise provided in the Article covering existing and other Agreements.

102.5. This Agreement shall cover and apply to all work falling within the recognized jurisdiction of the Union signatory to this Agreement.

102.5.1. It shall cover work on building, heavy highway, and engineering construction, including the construction of, in whole or in part, or in improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles, and other facilities, including helicopters used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work.

102.5.2. Street and highway work, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipe line, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection.

102.5.3. The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, solar energy installations and appurtenances thereto, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.

102.6. All work performed in the Contractor's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement and all of the production or fabrication of materials by the Contractor for use on the project shall be subject to the terms and conditions of this Agreement.

103. A vendor, who makes deliveries of materials, supplies or equipment and, who, incidental to or as a part of the furnishing or delivery of material, supplies or equipment, does any work at the jobsite, shall be a party to a current collective bargaining agreement with the International Brotherhood of Teamsters, or one of its affiliates. In the event a vendor is not party to such an agreement, he shall not perform any jobsite work except that deliveries may be made by such vendor to central storage areas, or storage tanks for later distribution by employees covered by an appropriate, current labor agreement with the appropriate union, or subordinate body, affiliated with the Building and Construction Trades Department AFL-CIO, or with the International Brotherhood of Teamsters, or an affiliate thereof. This subparagraph shall apply only to vendors and shall not be applicable to Contractors or their subcontractors or to their employees.

104. Repairs necessitated by defects of material or workmanship or adjustment of newly purchased and/or installed equipment or machinery will not be subject to this Agreement when such repairs and/or adjustments are made pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

**105. LOADING AND UNLOADING EQUIPMENT**

105.1. So far as it is within the control of the Contractor, the loading and unloading of equipment which is operated by employees covered by this Agreement or the transportation of such equipment by means of its own power, shall be performed by employees covered by this Agreement. Nothing herein contained shall be construed to prohibit the normal delivery of freight by common carrier.

105.2. The Contractor and his subcontractors shall have freedom of choice in the purchase of materials, supplies and equipment, except that every reasonable effort shall be made by the Contractor and his subcontractors to refrain from the use of materials, supplies or equipment, which use will tend to cause any discord or disturbance on the project.

**106. UNION RECOGNITION**

106.1. The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. It is understood that the Union does not at this time, nor will they during the term of this Agreement, claim jurisdiction over the following class of employees: executives, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of General or Craft Foreman. Employees and persons employed to perform work covered by this Agreement specifically include General and Craft Foreman.

106.2. The Union recognizes the Associated General Contractors of California, Inc., The Building Industry Association of Southern California, Inc., and the Southern California Contractors Association, Inc., as the sole and exclusive bargaining representatives for their respective eligible members, present and future, who are or who become bound by this Agreement and agree that during the term of this Agreement they will not negotiate or enter into any agreement with such individual members of the Association relative to part or all of the subject matter covered by this Agreement.

106.3. This Agreement shall be binding upon each and every eligible member of the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., and the Southern California Contractors Association, Inc., with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., and the Southern California Contractors Association, Inc., shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether any eligible member shall withdraw, resign, be suspended or be deleted from membership from any of the Associations prior to the expiration date of this Agreement and such liability shall survive the withdrawal, resignation, suspension, or deletion of membership and remain in force during the term of this Agreement, provided, however, that as to such deleted, resigned, withdrawn or suspended members, the provisions of Article III and Article V shall not apply from the time when such member withdraws, resigns, is suspended or deleted. Such withdrawn, resigned, suspended or deleted member shall be bound to any subsequent agreement for the term of that Agreement unless the member gives the appropriate Association and the Unions at least sixty (60) days written notice prior to June 30, 2006, or sixty (60) days prior to the expiration of any subsequent agreement of his intent not to be bound to any subsequent agreement. The Associations shall advise the Union of any withdrawn, resigned, suspended, deleted or new members within thirty (30) days after admission to membership or change in membership status. Such notice shall not be construed as the member's notice to the Association or the Union referred to above.

## **ARTICLE II Hiring**

201. In the employment of workmen for all work covered by this Agreement in the territory herein described, the following provisions shall govern:

201.1. The Local Unions shall establish and maintain open and non-discriminatory employment lists for employment of workmen desiring employment on work covered by this Agreement within the area of the Local Union or of the Dispatch Hall serving a particular area of a Local Union.

201.2. The contractor shall first call upon the respective Dispatch Hall serving the area in which the job is located for such men as he may from time to time need, and the Dispatch Hall serving the area shall immediately furnish the Contractor the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the Contractor.

201.3. It shall be the responsibility of the Contractor, when ordering men, to give the Union all of the pertinent information regarding the workmen's employment.

201.4. The respective Dispatch Hall will furnish each such required competent workman entered on its list to the Contractor by use of a written referral and will furnish such workmen from its listings in the following manner of preference. Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of such membership, policies or requirements. When dispatched workmen are required to possess a valid California drivers license of the appropriate classification, a current

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medical certification as required by license classifications, and a current D. M. V. report (not over six (6) months old) as a condition of employment.

201.4.1. **Group A Status:** Such workmen will be furnished from the list in the Dispatch Hall of workmen who have been recently laid off or terminated by Contractors from work of the type covered by this Agreement in the area served by the Dispatch Hall and who are available for employment. The Contractors may request, by name, individuals who have been on such list for a period of ten (10) days or more prior to the request. This ten- (10) day requirement, shall not apply to an individual who has performed work, covered by this Agreement, for that Contractor within the six (6) months just prior to the request. Any selection due to a request by name must be confirmed, in writing, by the Contractor, no later than forty-eight (48) hours after the workman reports to work. There will be no job soliciting.

201.4.2. **Group B Status:** Workmen who, within the five (5) years immediately before the Contractor's request, have performed work of the type covered by this Agreement in the geographic area of the twelve Southern California counties (including San Diego County), and are available for employment.

201.4.3. **Group C Status:** When categories outlined in subparagraphs 201.4.1 and 201.4.2 are exhausted such workmen will be furnished from the list in the dispatch hall of workmen whose names are registered in the Hall and who are available for employment.

201.4.4. Provisions of this subsection may be varied by mutual agreement of the parties hereto in writing.

201.5. When ordering workmen, the Contractor will give notice to the Dispatch Hall not later than 3:30 P.M. Of the day prior (Monday through Friday), or, in any event, not less than fifteen and one-half (15½) hours before the required reporting time; and, in the event that forty-eight (48) hours after such notice has been given, the Dispatch Hall shall not have furnished such workmen, the Contractor may procure workmen from any other source or sources. If men are so employed, the Contractor will immediately report to the Dispatch Hall serving the area in which the workmen are employed each such workman by name.

201.6. Workmen employed by one (1) or more of the Contractors for a period of eight (8) days continuously or accumulatively from the date of employment or the date of this Agreement, whichever is later, shall be or become after the eight (8) day period members of the Union and shall remain members of the Union as a condition of continued employment. Membership in the Union shall be available upon terms and qualifications not more burdensome than those applicable at such time to other applicants for membership in the Union.

201.6.1. The Contractor shall discharge any employee pursuant to the foregoing section upon written notice from the Union of such employee's non-payment of initiation fees or dues. Such written notice shall indicate the amount of initiation fees or dues which are in a state of delinquency and shall give the employee forty-eight (48) hours within which to cure the delinquency. The Contractor agrees to furnish a copy of such notice to the employee forthwith.

201.7. A Contractor may transfer employees presently employed and who have been employed by such Contractor or a joint venture of which one (1) or more members is a former employer for at least ten (10) working days before such transfer, from the area of one Local Union to another in whose area such Contractor has a construction job or project. Before so doing, the Contractor shall notify the Dispatch Hall, job or project on which they are presently employed, and the Dispatch Hall in the area where the employees are to be employed of the location of the job or project on which they are presently employed, the job or project to which they are to be transferred and the names and addresses of all



employees to be transferred. Such notice shall be in writing, in advance if possible. In any event, oral notices shall be confirmed by letter postmarked not later than twenty-four (24) hours from the time of notification. However, employees transferred under the provisions of this paragraph shall not replace employees hired from the Local Union in that area unless it has been previously agreed to by the Local Union and the Contractor.

201.7.1. On jobs of short duration, four (4) days or less, the notice outlined in paragraph 201.7 is not required. However, on projects of over four (4) days duration, if the Contractor does not notify the Union prior to the fifth work day of employees transferred into the geographical area of the Local Union having jurisdiction, the Contractor shall, upon demand of the Union, remove such employees who were transferred, from the job and replace those employees with workmen from the respective Local Union's "Out of Work List" and the Contractor will have no further rights to transfer under the provisions of paragraph 201.7 for that particular job.

201.7.2. The Dispatch Hall which services the area to which the employees are to be transferred will thereafter issue new referrals to such men. Such referrals will be obtained by such workmen before beginning work, wherever possible. All other workmen shall be procured in accordance with the other provisions of this Article.

201.7.2.1 For the purposes of this paragraph 201, a workman shall cease to be an employee of a Contractor if any of the following occurs:

- (a) Such workman is laid off or terminated without definite promise of re-employment,
- (b) Such workman is laid off for a period in excess of thirty (30) days.
- (c) Such workman makes himself available for employment in the construction industry for other Contractors.

201.8. Subject to this understanding, the Contractor shall have entire freedom of selectivity in hiring and the Contractor retains the right to reject any job applicant referred by the Union. The Contractor may discharge any employee for just cause provided there shall be no discrimination on the part of the Contractor against any employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work. Any dispute under this section may be processed under the grievance procedure. The first ten- (10) working days of employment of any employee shall be a probationary period during which time any termination will not be challenged.

201.8.1. The Contractor will furnish an employee with a statement, in writing, upon termination for any reason, setting forth the reason for termination and a copy of such statement will be furnished the Local Union. The requirement of this written notice is waived for terminations effected during the probationary period.

201.8.2. An employee who has been found, through the grievance procedure, to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety, or the health or safety of any other employees shall be reinstated in his former classification.

201.8.3 Return after injury: Whenever an employee, who prior to his illness or injury has been in the employ of the Employer for three months or longer, has been off work as a result of work connected injury or illness and is released by his doctor to return to work, his Employer shall return the employee to his former job if in operation, provided the employee was not responsible for the injury or illness, and

provided further that such absence does not exceed twelve (12) months from the date of injury or illness. The employee thereby displaced may be terminated without violation of this Agreement. The terminated employee, upon re-registration within seventy-two (72) hours, excluding Saturday, Sunday and holidays, after termination shall be reinstated to the position on the registration list occupied by him at the time of his previous dispatch.

**201.8.4 Physical Examinations:** Workmen shall not be prevented from securing employment as a result of physical examinations, except in case of physical examinations required by City, State, Federal Government or Civil Service Rules. When an individual employer requires a physical examination of a workman as a condition of employment, the individual employer will pay for the cost of the examination and will pay the workman at his straight time hourly rate for the time spent taking such examination.

**201.9.** No employees shall be transferred from areas outside the territorial coverage of this Agreement, except as follows: When a Contractor desires to employ key workmen from outside the territorial jurisdiction of this Agreement, there shall be a prejob conference at which the classifications to be filled by such employees, and the number of employees in each classification and the times of the commencement of their employment or the operational stages of the job or project at which their employment shall commence shall be determined and agreed upon at such pre-job conference. Thereafter, upon written request of an individual Contractor, signed by the representative of the individual Contractor on a job or project and delivered to the Dispatch Office servicing such job or project stating that such individual Contractor desires that the named person, or persons, be dispatched in a classification, or classifications, agreed to at such pre-job conference, such person or persons, shall be dispatched without regard to the provisions of paragraph 201.4., and the individual Contractor shall hire such person, or persons, dispatched.

**201.9.1.** Employees of a Contractor who are transferred into the territorial jurisdiction of this Agreement, under the provisions of the pre-job conference outlined above, shall be allowed to remain on that job or project for its duration, but these employees shall not acquire Group A Status under paragraph 201.4.1. Such workmen may be referred by the Union to other employers under Group C Status of paragraph 201.4.3.

### **ARTICLE III Strikes - Lockouts - Jurisdictional Disputes**

301. It is the purpose and intent of the parties that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the procedures set forth in Article V and that during the term of this Agreement the Union shall not call or engage in, sanction or assist in a strike against, or any slowdown, or stoppage of work of the Contractor. During the term of this Agreement, a Contractor shall not cause or permit any lockout of the employees covered under this Agreement.
302. Except as otherwise provided in this Agreement, there shall be no strike, lockout or work stoppage by any party hereto or any individual Employer.
303. No employee covered hereby may be discharged by an individual Employer for refusing to cross a primary picket line sanctioned by the Building and Construction Trades Council, or Joint Council of Teamsters No. 42 or the Local Union in the area or for engaging in any conduct protected by Sections 7 or 502 of the Labor-Management Relations Act of 1947, as amended.

**303.1.** If work on a project is declared to be unfair as the result of a primary dispute by a Building and Construction Trades Council, or Joint Council of Teamsters No. 42 or the Local Union in the area and the work

thereon is stopped for that reason, the Union shall not be deemed to have violated this Agreement, if, during the period of said work stoppage, the members of the Union fail to perform their work for the contractor or their subcontractors.

304. During the term hereof, there shall be no strikes, slowdowns, or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union and that all employees covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with members or organizations signatory to this Agreement without regard to past, present or future disputes on jurisdictional claims.
305. When making work assignments, the contractor shall assign the work in accordance with existing inter-craft agreements between the Unions signatory to this Agreement first. In the absence of such inter-craft agreements, then past practice or the prevailing practice in the locality shall apply. The Unions will furnish the Association with approved inter-craft agreements. The locality for the purpose of determining the prevailing practice shall be defined as the geographical area covered by this Agreement. If a dispute arises prior to the assignment of work, or where there is no predominant practice in the locality or inter-craft agreement, the Contractor shall consult the representatives of the contesting trades regarding any arguments of facts the trades may wish to present to their claim to the work.
306. The parties hereto agree that where a problem develops involving Unions not signatory to this Agreement, the Representatives of the Unions involved will meet with the Representatives of the Contractors to resolve the particular problem. Any resolution by the Unions shall be put into effect immediately.
307. Jurisdictional disputes which cannot be resolved at the local level shall then be referred to the International Unions involved for determination and the work shall proceed as assigned by the contractor until such determination by the International Unions has been confirmed to the disputing Unions and the Contractors.
308. Where a jurisdictional dispute involves the Union and a union affiliated with the Building and Construction Trades Department, AFL-CIO, it shall be referred to the International Presidents of the two Unions for determination and the work shall proceed as assigned by the Contractor until such determination by the International Presidents has been confirmed to the disputing Unions. Upon re-affiliation of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America with the Building and Construction Trades Department, AFL-CIO, the procedures of the Plan for Settling Jurisdictional Disputes Nationally and Locally shall immediately become effective under the terms of this Agreement and replace the procedure for resolving jurisdictional disputes specified in the first sentence of this paragraph.

#### **ARTICLE IV**

##### **Subcontracting, Employee Rights, Union Standards and Work Preservation**

401. The purposes of this Article are to preserve and protect the work opportunities normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years, and preservation of the right of the Union employees, employed hereunder, from being compelled to work with non-union workmen.
402. Definition of Subcontractors: A subcontractor is defined as any person (other than an employee covered by this Agreement), firm or corporation, holding a valid state contractor's license where required by law, who agrees orally or in writing to perform or who in fact performs for or on behalf of an individual contractor any part or portion of the work covered by this Agreement.

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403. The Contractor shall not perform any work with employees at the site of the construction, alteration, painting, or repair of a building, structure, or other work which comes within the recognized jurisdiction of the Teamsters unless the contractor is signed to an appropriate current labor agreement.
404. Neither the contractor nor any of his subcontractors shall subcontract any work to be done at the site of construction, alteration, painting or repair of a building, structure or other work coming within the jurisdiction of the Teamsters except to a person, firm or corporation party to an appropriate current labor agreement with the appropriate Local Union or Council of the International Brotherhood of Teamsters.
405. Notwithstanding the rights and obligations of the Contractor relating to subcontracting set forth in this Article, the Contractor and the Union recognize the potential for more harmonious labor relations on any project on which all subcontractors are signatory to appropriate labor agreements. Pursuant to that recognition the Contractor and the Union agree, upon the request of either party, to participate in discussions regarding the potential development of a project agreement for any specific project, the provisions of which would be applicable to the Contractor and all subcontractors on the project. While it shall be mandatory that a project agreement meeting be held if requested by either party, no project agreement shall be implemented unless agreed upon by the Contractor, the Union, and all other unions to be covered by such project agreement.
406. Any dispute involving this Article will be resolved under the grievance procedure of this Agreement. An award of the Teamsters Joint Adjustment Board may be judicially enforced. Notwithstanding any other provisions of this Agreement, the Union shall not have the right to use strike or any other economic action to enforce any provisions of this Article on subcontracting.
407. The Contractor shall provide in his contract with the subcontractor, the following provisions: "The subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes set forth in Article III of this Agreement. The subcontractor agrees that he will bind his subcontractor to said procedures in the same manner and to the same effect as provided with respect to him."
408. The Contractor and his subcontractors shall have freedom of choice in the purchase of material, supplies and equipment, except that every reasonable effort shall be made by the Contractor and his subcontractors to refrain from the use of materials, supplies and equipment, which will tend to cause any discord or disturbance on the project.

## **ARTICLE V**

### **Procedure for Settlement of Grievances and Disputes**

501. An individual employee having a grievance or dispute shall first attempt to adjust said grievance or dispute with the Contractor or his representative.
502. If the individual employee fails to effect a settlement of his grievance or dispute with the Contractor or his representative, the Business Representative of the Local Union shall immediately attempt to adjust same with the Contractor or his representative. In the event such grievance or dispute cannot be satisfactorily adjusted on the job by the representative of the Local Union and the Contractor or his representative, then the same may be referred to the Teamster Craft Joint Adjustment Board established herein. No dispute, complaint, or grievance shall be recognized unless called to the attention of the individual Contractor and the appropriate Association or the Local Union and the Union within thirty (30) calendar days after the alleged violation occurred except for discharges which shall be seven (7) calendar days after the alleged violation.
503. A Contractor shall refer a grievance or dispute to the Teamster Craft Joint Adjustment Board through the appropriate employer Association. The Association shall then refer the grievance or dispute to the Teamster

Craft Joint Adjustment Board by sending written notice to the Contractor and the Union Chairman of the Teamster Craft Joint Adjustment Board. The Local Union shall refer a grievance or dispute to the Teamster Craft Joint Adjustment Board. The written notice of referral required by this paragraph shall contain the name of the Contractor and the Local Union directly involved, the date and place of occurrence of the grievance or dispute and a brief description of the nature of the grievance or dispute. Additionally, the written notice of referral shall include a brief summary of the actions taken to settle the said dispute pursuant to the provisions of Paragraphs 501 and 502.

504. There is hereby established a Teamster Craft Joint Adjustment Board which shall have the authority to perform the functions set forth in Article VII of this Agreement and this grievance procedure. It shall be composed of nine (9) regular members representing the Union, nine (9) regular members representing the Contractors and one (1) neutral member who shall be the Chairman. Each of the parties shall, within ten (10) days after the execution of this Agreement appoint its regular representatives and sufficient alternates and immediately notify the other party in writing of the name and business address of each representative appointed.

505. The Teamster Craft Joint Adjustment Board Chairman shall be selected by the regular members designated in accordance with Paragraph 504. Each side, Union members and Contractor members, shall nominate fifteen (15) candidates for Chairman of the Teamsters Craft Joint Adjustment Board. From the list of thirty (30) candidates the Union and the Contractor sides of the Teamster Craft Joint Adjustment Board shall select a total of five (5) nominees by alternately striking names until five (5) names remain. The side striking first shall be determined by lot. (In the event a particular name appears on both lists however, that name shall automatically be included in the permanent list of five (5) names and only four (4) additional names would be selected by striking, etc.)

505.1. From the list of five (5) permanent nominees, a single name shall be selected in the same manner as described above and he shall be considered as the Chairman for a period of at least six (6) months to hear all matters to come before the Teamster Craft Joint Adjustment Board. After the six (6) month period, if either the Contractor or Union side desires, another name shall be selected from the list of five (5) names in the manner as described above, and so on at each six (6) month interval.

506. The Teamster Craft Joint Adjustment Board shall meet at 9:00 A.M. on the first Thursday of each month and shall in addition meet at the call of the Chairman. The Teamster Craft Joint Adjustment Board shall issue decisions immediately upon hearing all evidence presented. If for any reason the Teamster Craft Joint Adjustment Board requires additional time to deliberate on the matters presented, the Teamster Craft Joint Adjustment Board may by majority vote grant an extension of time in issuing a decision for whatever period deemed appropriate by the Board members. A simple majority vote is required to dispose of items on the agenda.

507. All expenses incurred and approved by the Teamster Craft Joint Adjustment Board necessary for the consideration and decision of grievances or disputes submitted to it shall be borne by and divided equally by the Union and the Contractor. All fees and expenses of the Chairman shall be borne by the party against whom the Chairman rules.

507.1. If there is any question as to which is the losing party, or if a case is referred back to the parties without decision, or if there are decisions against more than one (1) of the parties to the arbitration, the Chairman is authorized and requested to determine who shall pay the fees and may in such case order a sharing of such fees. In such event the decision of the Chairman on this issue shall be final and binding.

508. In addition to performing the functions set forth in Paragraph 701, Article VII, and this grievance procedure, the Teamster Craft Joint Adjustment Board shall have authority to review and make recommendations to the parties on matters referred to it by the parties. The Teamster Craft Joint Adjustment Board may, upon its own motion, make recommendations, upon matters arising out of the interpretation, application and operation of the

provisions of this Agreement, problems with respect to labor supply and technical and economic matters affecting the welfare of the construction industry and the general public.

509. No jurisdictional disputes between the Union signatory hereto, or on whose behalf this Agreement is made, or any other Union, shall be submitted for determination to the Teamster Craft Joint Adjustment Board, but shall be determined in the manner provided in Article III of this Agreement.
510. All grievances, other than jurisdictional disputes, arising out of the interpretation or application of any of the terms or conditions of this Agreement shall be submitted for determination and shall be determined by the procedure set forth in this grievance procedure, but neither the Teamster Craft Joint Adjustment Board nor the Impartial Chairman, in determining any grievance or dispute, shall have the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement, except that the Teamster Craft Joint Adjustment Board shall function with respect to the use of classifications and wage rates as provided in Paragraph 701, of this Agreement.
511. In the event the Teamster Craft Joint Adjustment Board or the Impartial Chairman determines that the Contractor or the Union is in violation of this Agreement, the Teamster Craft Joint Adjustment Board or the Impartial Chairman may assess compensatory damages against the violating party.
512. It is understood and agreed that the procedures outlined in this grievance procedure shall be the exclusive remedy for any violation of this Agreement, provided the foregoing shall not deprive either party from obtaining any injunctive relief from the courts to which he is otherwise entitled.
513. Each decision of the Teamster Craft Joint Adjustment Board or the Impartial Chairman shall be made in writing and a copy of each sent to each interested party, particularly including separate copies to the Local Union and the Contractor directly involved, and each of the Contractor Associations signatory to this Agreement. The determinations of the Teamster Craft Joint Adjustment Board are final and binding upon the parties. There shall be NO APPEAL.
514. **Procedural Rules**

514.1. It is the desire of the Teamster Craft Joint Adjustment Board, and for the betterment of labor relations, that the normal policy of the Teamster Craft Joint Adjustment Board will be that attorneys will not be used in the presentation of grievances. However, should either party to a grievance plan to be represented by Counsel, the party shall advise the opposing party at least fifteen days prior to the scheduled hearing in order that he may obtain Counsel, if he so wishes.

**514.2. The Request**

A request that a grievance be heard by the Teamster Craft Joint Adjustment Board shall be addressed to the Chairman, Southern California Contractors' Negotiating Committee, 1255 Corporate Center Dr., Suite 100, Monterey Park, California 91754 and the Chairman of the Teamsters' Negotiating Committee, with a copy to the Company involved and the appropriate Association. Upon the receipt of a grievance, the appropriate chairman will docket the request when the request contains the following information:

514.2.1. The date of the alleged offense.

514.2.2. The job (including the name of the Contractor, his Association, and the Local Union directly involved).

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514.2.3. The employees involved.

514.2.4. A brief description of the alleged violation.

514.2.5. The section of the contract involved.

514.2.6. The name of the business representative involved and the name of the company representative involved in the attempt to resolve the matter together with the position of each party concerning the grievance in question.

#### **514.3. Meetings**

The Union Chairman will prepare and distribute the agenda of meetings to the Teamster Craft Joint Adjustment Board members no later than eight calendar days prior to hearing. By mutual consent of parties to a grievance, grievances not on the agenda may be heard by the Board.

514.3.1. Once a grievance is placed on the agenda it shall be heard unless postponed by mutual consent of both parties.

514.4. The Union Chairman shall publish and distribute the decisions of the Teamster Craft Joint Adjustment Board meetings.

514.4.1. Maintain the Teamster Craft Joint Adjustment Board files.

#### **514.5. The Impartial Umpire**

514.5.1. The Impartial Umpire will preside over meetings, preserving order and ensure that the established procedure is carried out.

514.5.2. Prior to hearing each case, the Union and Employer Chairmen shall designate the members of the panel who will be authorized on that particular case.

#### **514.6. Procedure**

514.6.1. The Impartial Umpire will call the parties in and explain that all persons, other than the charging party and the charged party with their representatives and the testifying witness, will wait outside the Hearing Room. All persons are to be identified by name, whom they represent and title. The grievant shall first present his case (except in discharge cases the Impartial Umpire shall determine which party shall first present his case) by making an opening statement, if desired, outlining the complaint. There shall be no interruptions until completion of the opening statement. Upon completion of the grievant's opening statement, the grievant may be questioned by members of the Board, followed by questions from other parties on matters submitted. The grievant may then call upon desired witnesses, one (1) at a time, and the same procedure is to be followed with each witness until the grievant has completed his case. When the grievant's case has been completed, the defendant proceeds, in the same manner, until his defense is completed.

514.6.2. When both parties to the dispute have presented their evidence, closing statements, in summary, may be made by both parties.

514.6.3. Upon completion of closing statements, all parties will be excused from the meeting room and will remain available with their witnesses until a decision is reached by the Board.

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- 514.6.4. The Teamster Craft Joint Adjustment Board then meets in Executive Session.
- 514.6.5. The Teamster Craft Joint Adjustment Board deliberates in body and acts on the motion, or motions.
- 514.6.6. Upon request of any panel member, the Impartial Umpire shall grant a caucus.
- 514.6.7. The Impartial Umpire records the vote on the motions and announces the results to all parties.
- 514.6.8. The Contractors and the Union shall each have a total of four (4) votes on the Teamster Craft Joint Adjustment Board and three (3) representatives (and not less than two (2) appointed by each party and the Impartial Chairman shall constitute a quorum.
- 514.6.9. Only properly designated representatives will be authorized to perform the functions of a Teamster Craft Joint Adjustment Board member.
- 514.6.10 The parties to this Agreement recognize Industrial Wage Order 16-2001 covering "On Site Construction, Mining, Drilling, and Logging Industries." Any dispute or grievance arising from this Wage Order shall be processed under and in accordance with Article V. Procedure for Settlement of Grievances and Disputes of this Agreement.

## **ARTICLE VI**

### **Craft Steward and Business Representative**

601. The Union business agent or special representative shall have access to the project during working hours and shall make every reasonable effort to advise the Contractor or his representative of his presence on the project.
602. The craft job steward, if any, shall be a working employee appointed by the Union, who shall, in addition to his regularly assigned work, be permitted to perform during working hours, such of his steward duties as outlined in Paragraph 604 as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow the performance of such duties as herein set forth. The Union shall notify the Contractor or his representative, in writing, of the appointment of a craft job steward, and send a copy to the Contractor's home office address.
603. It is recognized by the Contractor that the craft job steward shall remain on the job as long as there is work being performed in his craft in which he is qualified to perform. The Contractor or his representative, before laying off, or discharging the craft job steward for any cause other than stated in Paragraph 605 shall notify the Union in writing of his intent to do so two (2) full working days prior to such intended lay off or discharge. The Contractor or his representative will meet with the representative of the Union during this two- (2) day period and attempt to resolve the matter. The craft job steward shall not be discharged or laid off for the performance of his agreed upon duties when performed in accordance with this Article, or without just cause.
604. To promote harmony between the Union and the individual Contractor, the craft job steward shall be limited to and shall not exceed the following duties and activities:
- 604.1. Check the job referral of each employee dispatched under the terms of this Agreement to the Contractor.
- 604.2. Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.



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- 604.3. Report to the Contractor's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, for less than the overtime rate or who goes to work without a referral.
- 604.4. Report to the Contractor's designated representative any work belonging to his craft being done by non-dispatched men or by workmen of another craft.
- 604.5. Report to his business representative infractions of the Agreement which have not been resolved between himself and the Contractor's designated representative.
- 604.6. Make a complete job check during working hours no more often than once a week.
- 604.7. Report to his business representative any employee covered by this Agreement who leaves the jobsite without giving the Contractor and the craft job steward prior notice.
- 604.8. Report any reckless or unsafe employees covered by this Agreement on the jobsite to the Contractor's designated representative or his business representative,
605. The craft job steward shall not:
- 605.1. Stop the Contractor's work for any reason.
- 605.2. Tell any workman or any employee covered by this Agreement that he cannot work on the job.
- 605.3. Initiate any physical altercation with any person on the jobsite.
606. Infraction of any of the rules in Paragraph 605 shall be cause for immediate dismissal of the craft job steward without any prior notice and this shall be the exclusive remedy for a violation of this section.
607. Any dispute in connection with this Article VI shall be referred to the Grievance and Arbitration procedure of this Agreement.

## **ARTICLE VII Classification**

701. Should the Contractor, or any subcontractors, employ workmen in the prosecution of this work in occupations or upon equipment which is not covered by one of the classifications herein specified, such employment shall, within three (3) working days after a work assignment is made or the equipment is operated, be temporarily classified by the appropriate Contractor Association and the Union.
- 701.1. Temporary classifications and Teamster Craft wage rates shall be immediately referred to the Joint Adjustment Board which shall, at its next meeting, review and recommend usage of the proper classifications and wage rates. Either party shall thereafter have the right to submit a dispute under this section in the manner set forth in the provisions of the Teamster Craft Joint Adjustment Board.
- 701.2. The Contractors agree when the number of pieces of Teamster equipment on a job or project exceeds the number of employees employed to operate the equipment, the Contractor shall not assign the operation of any of the equipment to any other employee not covered by this Agreement. If the Contractor is found, through the grievance procedure to have violated this Paragraph 701.2, the Contractor shall pay a penalty contribution to the Teamsters' Health and Welfare Fund not to exceed one (1) day's pay for each day, or portion thereof, the violation occurred.
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702. The number of employees and the number of classifications of employees required to perform any operation covered by this Agreement shall be determined by the Contractor; provided that if a Contractor, in determining the number of employees or the number of classifications of employees shall lessen the number of employees or the number of classifications customarily used to perform any such operation, the affected Union may have the issue of such reduction in employees or in classifications determined by the grievance procedure provided in Article V of this Agreement. In determining such disputes, consideration shall be given to the necessity for additional employees or classifications as well as to other pertinent factors.
703. Because the Contractors and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform nor shall there be any restriction against the use of any kind of machinery, tools or labor saving devices, provided, however, that such machinery or power equipment shall be furnished by the Contractor and provided further that no employee shall be required to work under any conditions that are injurious to his health or safety in conflict with a present well-established custom regulating such use where the work is being performed.
704. The Contractor shall promptly pay for all traffic tickets for overloads, spills and defective equipment where such violation is not the fault of the employee.
- 704.1. The Contractor agrees to pay the employee concerned at his regular rate of pay for any time the employee is required to appear in court as the result of such violation, where such violation is not the fault of the employee, including reasonable time for travel to and from such court and reasonable out-of-pocket expenses incurred by such employee in connection therewith.
705. The Contractor agrees to recognize and observe Teamsters' jurisdiction insofar as possible and that wage scales apply to classifications rather than to men, and the Union agrees to permit the occasional temporary transfer of employees from one classification to any other classification, provided that, when such transfers are made, the employee shall be paid for the entire day on the basis of the rate of the highest paid classification in which he worked during the day. When such transfers involve the classifications of more than one craft, it shall not be necessary for the operation of this policy that employees be referred to a project by more than one union or employed at classifications of more than one craft. Abuse by any Contractor of the privilege granted in this Paragraph 705 shall subject him to withdrawal of the privilege for an appropriate period through the procedures established in the Teamster Craft Joint Adjustment Board.
- 705.1. The Contractor understands and agrees that Teamsters' jurisdiction is basically the operation of vehicles and equipment that are utilized for the purpose of transporting personnel, equipment and materials as defined in the various International Jurisdictional Agreements. Classifications covering work other than the operation of vehicles and equipment, within Teamsters' jurisdiction, shall also be observed as set forth in the various International Jurisdictional Agreements.
706. Each employee employed in accordance with the terms of this Agreement shall receive wages based upon the minimum hourly wage rates specified in Article XVIII calculated by the number of hours he was employed, less all legal deductions. Any other methods of paying the employees, such as the use of piecework, bonus systems or lumping of the work shall be deemed a violation of this Agreement. Grievances shall be settled in accordance with the grievance procedure of this Agreement.
707. The Contractor agrees that all work covered by this Agreement shall be performed by workmen who, the Contractor and the Union agree, are employees of the Contractor, or subcontractor, and that both the Contractor and subcontractors shall employ such employees under the terms of the appropriate labor agreement covering the work involved.

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**ARTICLE VIII  
Holidays, Payment of Wages, Meal Periods**

**801. HOLIDAYS**

801.1. The following holidays shall be observed on the date designated by Federal Law: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.

**802. PAYMENT OF WAGES**

802.1. All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half ( $\frac{1}{2}$ ) hour at the applicable overtime rate until such time as he does receive his pay.

802.2. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Employer's name and address. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.

802.3. An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. In the event these stipulations are not met, he shall receive waiting time as noted above.

802.4. If a Contractor pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Contractor shall be required to issue only certified checks for all employees working under this Agreement on that job for the duration of the job on which said check was issued, and shall reimburse the employee immediately by certified check for the insufficient fund check issued and for the bank charges assessed.

802.5. When employees covered under the terms of this Agreement are employed at a higher rate of pay than the minimum established herein during any shift, the higher rate of pay shall apply on all time worked during that day.

802.6. The Employer shall not discharge or discriminate against any employee under this Agreement because of any industrial injury incurred prior to employment, or the filing of a claim of workmen's compensation benefits.

802.7. When an employee is injured while at work to the extent of being unable to work for the balance of the day he shall be paid for a full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

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**803. MEAL PERIOD**

803.1. Employees shall not work more than five (5) consecutive hours without a one-half (½) hour meal period. When employees work over five (5) hours without being provided with a one-half (½) hour meal period, they shall receive one-half (½) hour pay at the double time rate. When an employee is required to work overtime for more than three (3) hours over the regular eight (8) hours, the Employer agrees to provide a meal period each five (5) hours thereafter and the employee shall have sufficient time to eat the meal without loss of pay. In the event an employee is required to work through an overtime meal period, then the employee shall receive pay for an additional one-half (½) hour at the double time rate. Meal periods may be staggered to meet job requirements.

**ARTICLE IX**

**Safety, Parking, Drinking Water, Jobsite Transportation, Signing of Documents**

**901. SAFETY**

901.1. The Unions shall cooperate (1) with the individual Contractor and with each other in carrying out all of the individual Contractor's safety measures and practices for accident prevention, and (2) employees shall perform their duties in each operation in such a manner as to promote efficient operations of each particular duty and of any job as a whole. The individual Contractors must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

901.2 All Federal and State safety rules, regulations, orders and decisions shall be binding upon the individual Contractor and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions.

901.2.1. An employee who has been found, through the grievance procedure, to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety or the health or safety of any other employee, shall be reinstated in his former classification. This is not to be construed as a waiver of the employee's rights under Section 502 of the Labor Management Relations Act of 1974, as amended.

901.3. The individual Contractors shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any local Unions or District Councils are responsible for such implementation or maintenance.

**902. PARKING**

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

**903. DRINKING WATER**

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups, and adequate toilet facilities in accordance with California State Law.

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**904. JOBSITE TRANSPORTATION**

Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

**905. SIGNING OF DOCUMENTS**

Workmen and/or employees shall be required to sign any document required by law and in addition be allowed to sign attendance at safety meetings, sign in/out for sensitive equipment (i.e. air quality testers, radios, mobile phones, pagers, etc.) and sign the acknowledgment of receiving and reading employee handbooks.

**ARTICLE X  
Qualifications**

1001. Each of the parties hereto warrants and agrees that it is under no disability of any kind whether arising out of the provisions of its Articles of Incorporation, Constitution, by-laws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement and, further, that it will not, by the adoption or amendment of any provisions of its Articles of Incorporation, Constitution or by-laws, or by contract or by any means whatsoever, take an action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations and each of their eligible members and the Union on whose behalf the said parties are signing the said Agreement.
1002. Nothing contained in any other Agreement will change the conditions set forth in this Agreement pertaining to use of equipment or the working rules and classifications of employees when said equipment is owned by the Contractor and operated or used on any work on which he is the prime or subcontractor. Nothing contained in this Agreement shall relieve any Contractor or subcontractor from his contractual obligations under such other agreements.
1003. No agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for, any statement, representation, promise, inducement or agreement not set forth herein. Any provision in the working rules of the Union with reference to the relations between the Contractors and their employees, in conflict with the terms of this Agreement shall be deemed to be waived and any such rules or regulations which may hereafter be adopted by the Union shall have no application to the work covered herein.
1004. A party to this Agreement shall not cancel this Agreement because of a claimed breach thereof or file any claim for damages because of a claimed breach of this Agreement, without giving notice in writing to the other party and allowing ten (10) days thereafter to such other party for redress or correction. Nothing contained in this Section shall be deemed to limit the right of the Unions under Article III of this Agreement.

**ARTICLE XI  
Existing and Other Agreements**

1101. No contractor, party hereto, shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors employing workmen covered by the terms of this Agree-

ment, performing similar work in the area covered by this Agreement, with the exception as set forth in Paragraph 1102 below.

1102. It is understood by the Contractors and the Union that there may be other Agreements pertaining to the rental and use of construction equipment and that the Contractors signatory to this Agreement may also be signatory to agreements between other organizations with the Union.
1103. This Agreement shall be deemed to be executed when the parties signing shall have affixed their signatures hereto. Before accepting as an affiliate or issuing a charter to a local union in the area herein defined, the Union shall require as a condition of such affiliation that said local union be bound by the terms hereof.

## **ARTICLE XII**

### **General Savings Clause**

1201. It is not the intent of either the Contractors or the Union to violate any laws, rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Contractor and the Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect unless the part so found to be void is wholly inseparable from the remaining portion of this Agreement. The Contractors and the Union agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof. In the event the parties are unable to reach agreement within sixty (60) days following the beginning of such negotiations, the parties agree to submit the issue to final and binding arbitration. Selection of an arbitrator shall be made in the manner prescribed in Article V of this Agreement. The Arbitrator shall render decisions only on the specific issue submitted to him, and shall have no authority to change or abrogate other conditions of this Agreement. Any fees and/or expenses of the Arbitrator shall be borne by and divided equally by the Union and the Contractors. The decision of the Arbitrator shall be final and binding on the parties. The no-strike, no lockout provisions of Article III shall not apply if either party fails to comply with the decision of the Arbitrator.

## **ARTICLE XIII**

### **Term, Termination and Renewal**

1301. This Agreement shall be effective as of the 1st day of July 2003, and shall remain in effect until the 30th day of June, 2006, and shall continue from year to year thereafter, unless either of the collective bargaining representatives shall give written notice to the other of a desire to change, amend, modify or terminate the Agreement at least sixty (60) days prior to the 30th day of June, 2006, or the 30th day of June of any subsequent year. In the event no agreement is reached by June 30, 2006, the Associations or the Union may, on or after June 30, give a written notice of intention to terminate the Agreement. Regardless of giving of such notice to terminate the parties shall continue to negotiate until an agreement is reached or until either party has given a 15-day written notice of final termination of the agreement. The written notice of final termination shall provide that the Agreement shall be terminated on the date specified in such notice provided, however, the Agreement shall not terminate prior to July 15, 2006, or July 15th of any subsequent year.
1302. Any construction work which any Contractor has started or become obligated to perform by any valid written contract or bona fide and irrevocable commitment prior to July 1, 2006, or the expiration of any subsequent year, which contract has been registered by the Contractor with the Union and the appropriate signatory Contractor Association prior to July 1, 2006, or the expiration date of any subsequent year, shall continue under the terms of this Agreement to September 1, 2006, or to a date subsequent to September 1, 2006, by mutual agreement between the appropriate signatory Contractor Associations and the Union. The provisions of this

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section shall not apply after the Agreement is terminated under the provisions of this Article. However, the provisions of this paragraph may be altered by mutual agreement of the parties.

#### **ARTICLE XIV Equal Employment Opportunity**

1401. The Employer and the Union will not discriminate against any person with regard to employment or Union membership because of his race, religion, color, sex, age, national origin, or ancestry and hereby declare their acceptance and support of existing laws. This shall apply to hiring, placement, training during employment, rates of pay or other forms of compensation, layoff or termination, and application for admission to Union membership.
1402. In the event the Union is unable to refer applicants for employment to an employer in sufficient number, or sufficient type, from the minority groups represented within the local area as may be necessary to enable the Employer to fully comply with minority hiring requirements imposed by his construction contract with any Federal, State or governmental body, commission or agency, or to enable the employer to fully comply with all Federal and State Laws, Presidential Executive Order, regulations, rules, directives or orders which cover minority hiring and which are applicable to the Employer, then in any such event the Employer shall be free to directly recruit from any source such number of minority applicants acceptable to the Employer as may be necessary to satisfy the Employer's needs to effect such compliance.
1403. It is understood, the Employer shall submit to the Union, in writing, any such request for minority or female applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local law; the Construction project number; and a copy of the compliance order.

#### **ARTICLE XV Foreman**

1501. When a Contractor employs on his payroll, on a jobsite, nine (9) to thirty (30) Teamsters operating equipment under the jurisdiction of the Teamsters excluding any equipment less than six (6) tons and maintenance equipment, the Contractor shall designate one (1) Teamster as Craft Foreman and he shall receive one dollar and fifty-cents (\$1.50) per hour more than the highest Teamster classification over which he is Foreman. Under the above conditions and the Contractor employs on his payroll, on a jobsite over thirty (30) Teamsters, the Contractor shall designate one (1) Teamster as General Foreman and he shall receive one dollar (\$1.00) per hour more than the highest Teamster classification over which he is Foreman.
- 1501.1. Whenever a Teamster General or Craft Foreman is designated, pursuant to Paragraph 1501, he will in addition to his regular duties, be assigned supervisorial duties, i.e., he shall be involved in resolution of day to day problems involving Teamsters such as work assignments, upgrading and discipline.
- 1501.2. It is understood that a Teamster General or Craft Foreman is a working foreman.
1502. The Contractor recognizes that Teamster Foremen are subject to the provisions of Paragraph 201, and the parties recognize that Foremen are management representatives of the Contractor and shall not be disciplined by the Union for any actions taken by them in the performance of their duties assigned to them by the Contractors when such duties are not in conflict with the provisions of this Agreement.
1503. Except in case of emergency, if any of the employees not covered by this Agreement, as set forth in Article I, Paragraph 106.1, such as superintendents, assistant superintendents, or master mechanics, shall act in the

capacity of a Foreman or work with tools of the Union signatory to this Agreement, he shall be an employee employed within the jurisdiction of the Union.

## **ARTICLE XVI Working Rules for Teamsters**

### **1601. Single Shifts:**

1601.1. Eight (8) consecutive hours, exclusive of meal period, between 5:00 a.m. and 5:30 p.m. shall constitute a day's work. Forty (40) hours, Monday 5:00 a.m. through Friday 5:30 p.m., shall constitute a week's work.

1601.1.1. The starting time of single shifts shall be between 5:00 a.m. and 9:00 a.m., Monday through Sunday. Starting time shall be changed only to meet a bona fide job requirement. Starting times shall not be staggered. Twenty-four (24) hours prior written notice shall be given to the Union in cases of deviation from the original starting time. In the event the Union is not notified in writing, employees shall be paid overtime at the appropriate overtime rate for all time outside the regular constituted shift.

1601.1.2. All time worked before 5:00 a.m. and after 5:30 p.m. and all time worked in excess of eight (8) consecutive hours, exclusive of a meal period, and all work performed or hours paid on Saturdays, Sundays and holidays, shall be paid at the appropriate overtime rate.

1601.2 When so elected by the Contractors, four (4) consecutive ten (10) hour days may be worked from Monday through Thursday or Tuesday through Friday at the straight time rate. Ten (10) consecutive hours, exclusive of meal period, shall constitute a day's work. Forty (40) hours Monday through Thursday, or Tuesday through Friday shall constitute a week's work.

1601.2.1 It is understood that if an employee's shift is changed, during a particular week from a ten (10) hour shift to an eight (8) hour shift the 5-8's overtime provision, as set forth in 1601.1.2 shall apply and the employee will be paid at the appropriate rate or rates for the entire week.

1601.2.2. The Contractor shall notify the Union, as soon as possible, of any changes from an eight- (8) hour shift to a ten- (10) hour shift, or from a ten (10) hour shift to an eight (8) hour shift.

### **1602. Multiple Shifts:**

1602.1. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, Saturdays and Sundays excluded for this notification. Contractors shall have the right to designate the craft or crafts on any project or portion thereof, who shall work on a multiple shift basis, provided, however, that men working on multiple shifts shall not be interchangeable with those working on a single-shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the appropriate overtime rate. In no event shall the regular hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour except when a special shift is established in accordance with paragraph 1604, Special Shifts.

1602.2. It is understood that a single and a multiple shift may work concurrently on a project.

1602.3. Where the Contractor performs field lubrication and/or repair on equipment outside of the regular



single-shift operation, employees performing such work shall be considered as working on the multiple-shift basis and receive eight (8) hours' pay for seven (7) hours' work at straight time pay, Monday through Friday. All time worked or hours paid for after seven (7) hours worked or paid for in one (1) day on Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate.

1602.4. When two (2) or three (3) shifts are worked, each shift shall be paid for eight (8) hours which shall be worked and paid as follows: the first shift shall work eight (8) hours and be paid for eight (8) hours; the second shift shall work (8) hours and be paid for eight (8) hours plus and additional one dollar (\$1.00) per hour premium for all hours worked; the third shift shall be paid for eight (8) hours at the regular hourly rate for six and one-half (6½) hours worked.

1602.5. Any time worked from Friday midnight to Sunday midnight, or on holidays or in excess of the regular shift hours or hours paid for shall be paid for at the appropriate overtime rate, except as provided in Paragraph 1602.6.

1602.6. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

1603. It is agreed that the Contractor and the Union may mutually agree in writing, upon different starting or quitting times for any of the above shift arrangements.

**1604. Special Shifts:**

1604.1. When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside the regular day shift due to requirements by City, County or State and other Contracting agencies, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours' pay at the straight time rate of pay, Monday through Friday. All time worked or hours paid for Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate. When the above conditions exist and it is necessary to begin or end a shift during the hours specified in 1602.6 of this Article (for Saturday and Sunday work) in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturdays, Sundays and holidays and hours worked in excess of eight (8) hours, shall be paid for at the appropriate overtime rate. It is agreed, however, in the operation of this shift, no employee will lose a shift's work. Employees working this special shift shall receive fifty cents (\$.50) per hour in addition to his regular rate of pay.

1604.2. When maintenance or remodeling work cannot be performed on the regular shift because of the fact that establishment cannot suspend operations during the day, a special single shift may be employed starting at a time designated by the operations of the establishment, Monday through Friday, and employees on this shift will work seven and one-half (7½) consecutive hours exclusive of meal period, for which they will receive eight (8) hours' pay at the straight time rate.

**1605. Tide Work Schedule:**

The following provisions shall apply to employees on jobs working a single shift only:

1605.1. When employees are called out to work broken time or tide work, Monday through Friday the minimum pay for such work shall be eight (8) hours at the applicable, regular straight time rate. Subject to the above minimum, in computing the time to be paid for under this provision, eight (8) hours or less worked between 7:00 A.M. and 5:00 P.M. shall be paid for at the applicable straight time rate, and time in excess of eight (8) hours

worked between 7:00 A.M. and 5:00 P.M. and anytime worked before 7:00 A.M. or after 5:00 P.M. shall be paid for at the applicable overtime rate.

1605.2. When employees are called out to work broken time or tide work on Saturdays, Sundays or holidays, the minimum pay for such work shall be eight (8) hours at the applicable overtime rate.

**1606. Emergencies:**

1606.1. When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, starting time for the shift may be made to fit the emergency and eight (8) hours in any twenty-four— (24) hour period may be worked at straight time. All other terms and conditions of this Agreement shall apply.

**1607. Other job related factors being equal, length of service with the Employer shall be the key factor with respect to assignment of equipment and shifts.**

1607.1. Length of continuous service with the Employer shall be given consideration prior to laying off an employee provided the employee can perform the work required and provided further the employee has three (3) or more years continuous service with the Employer.

**1608. Shorter Day or Week:**

When the Union and the Contractors consider and agree that conditions in the industry, in the area covered by this Agreement warrant a shortened workday or workweek, the parties shall jointly give adequate consideration to, and discussion of, such changes; provided, however, that any such changes in the workday or work week shall not be used to encourage the payment of overtime to a greater extent than that which is being paid at the time a change is made in the workday and workweek.

**1609. Subsistence:**

1609.1. In the subsistence area as hereafter defined subsistence shall be paid at the rate of thirty dollars (\$30.00) per scheduled workday. There shall be no pro-rating of subsistence, Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

1609.2 Effective September 1, 2000, there will be a three dollar (\$3.00) per hour differential for the military bases of Vandenberg AFB, Point Arguello, Point Conception, China Lake, Camp Roberts, Edwards AFB, Nebo Marine Ballistic Base (Vermo), Mountain Warfare Training Center, Bridgeport, Fort Irwin, George AFB, Naval Air Facility, El Centro, 29 Palms Marine Base, in lieu of subsistence.

1609.3. Subsistence as provided in Paragraph 1609.1 shall be paid on jobs on the following offshore islands:

Richardson Rock	Santa Barbara Island
Santa Cruz Island	Arch Rock
San Clemente Island	Santa Rosa Island
San Nicholas Island	San Miguel Island
Anacapa Island	(Channel Islands Monument)

1609.4. In the event campsites are established on offshore islands, in lieu of subsistence, they shall be maintained and operated inclusive of all the stipulations set forth below.

1609.5. In lieu of payment of subsistence as detailed above, the Contractor may provide room and board, seven (7) days per week, for his employees, in compliance with California State Law governing camps. When a

Contractor intends to establish a camp, as provided in this paragraph, a pre-job conference will be held with the Contractor and the Union at which time the Contractor will outline his plan for said room and board and an understanding will be reached within the framework of California State Law governing camps.

1609.6. Payments of subsistence shall be identified, reflecting the number of calendar days of subsistence.

- 1610. Reporting Time and Minimum Pay** The employee will furnish the employer with his current address and phone number. Any employee reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting unless (1) he has been notified before the end of his last preceding shift, not to report; or (2) the employer has notified the employee prior to leaving home not to report. Any employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay, and if more than four (4) hours are worked in any one (1) day, shall receive not less than eight (8) hours' pay, except, however, if after four (4) hours the project or portion thereof is shut down, the employee, or employees, affected by such shut down shall receive pay for the actual hours worked. The employer will attempt to keep as many employees as possible to complete the shift by performing other work covered by this agreement.

With respect to Section 1601.2 any employee who reports for work and for whom work is provided shall receive not less than five (5) hours' pay, and, if more than five (5) hours are worked in any one (1) day, shall receive not less than ten (10) hours' pay, except however, if five (5) hours the project or portion thereof is shut down, the employee, or employees, affected by such shut down shall receive pay for the actual hours worked. The employer will attempt to keep as many employees as possible to complete the shift by performing other work covered by this Agreement.

1610.1. The Contractor may request the employee to remain on the job for the two- (2) hour period referred to above.

1610.2. Non-Payment of Show-up time and Subsistence: Workmen or employees referred under Article II to the Contractor's job who arrive in an unfit condition for work, without proper tools, credentials, or who are not otherwise qualified in accordance with their work referrals shall not be paid show-up time or subsistence.

1610.3 On all short jobs, of five (5) days or less, such as paving, small utility jobs, equipment rental operations, any employee reporting for work and for whom no work is provided shall receive two (2) hours show-up time for so reporting, unless he has been notified prior to the end of his last preceding shift or prior to leaving his home not to report to work. Any employee for whom work is provided shall receive four (4) hours pay and if more than four (4) hours are worked in any one day, shall receive not less than six (6) hours pay, and if more than six (6) hours work is provided, he shall receive not less than eight (8) hours pay. When so elected by the contractor to perform work as four (4) consecutive ten (10) hour days, an employee for whom work is provided shall receive five (5) hours pay and if more than five (5) hours are worked in any one day, shall not receive less than eight (8) hours pay, and if more than eight (8) hours are worked in any one day, he shall receive not less than ten (10) hours pay.

- 1611.** When it is necessary to shut down a job or project because of a bomb threat, employees will be compensated as follows:

1611.1. If such an event occurs before the regular starting time, all workmen or employees who have not been notified not to appear for work and who show up at the jobsite shall receive two (2) hours pay and subsistence at the applicable rate.

1611.2. In order to qualify for this two (2) hours pay (and subsistence if applicable) the employee and/or workman must remain on the job available for work during the two (2) hour period of time for which he receives

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pay unless released sooner by the Employer or his representative. Time spent in a holding area as directed by the Contractor shall be considered as time worked and paid accordingly.

**1612. Greasing and Fueling:**

On a grease and fueling truck, when an Engineer-Oiler and a Teamster-Oiler work interchangeably servicing trucks and other equipment, the rates and hours shall be identical.

**1613. Tools:**

Truck repairmen and/or Welders shall furnish their own tools. The following tools, when needed, shall be furnished by the individual employer and shall not be furnished by the employees.

**1613.1 Special Tools, such as:**

Pin Presses  
Spanner Wrenches  
Air or Electric Wrenches  
Gear and Bearing Pullers  
Electric Drills  
Reamers  
Saw Blades, Files  
Rasps  
Tap Dies  
Oxy-Acetylene Hoses  
Gauges of all kinds  
Torches and Tips  
Pipe Wrenches - 24 inches and over and Socket Wrenches over 3/4 inch drive  
Torque Wrenches and Welding Machines

1613.2. The Contractor shall furnish a safe and suitable place for the employees to store their tools. The Contractor shall be responsible for the replacement of the employees' tools broken on the job.

**1614. Movement of Equipment and Layovers:**

When equipment is moved from one construction job to another, or from yard to jobsite, or vice versa, by an employee covered by this Agreement, or when a driver is required to remain away over night away from his assigned base, yard or jobsite, such transportation shall be under the wage scales and conditions of this Agreement and the driver will be paid reasonable expenses incurred on such trip. If the driver does not return in such equipment covered by this Agreement, he will also be given return transportation, or a reasonable allowance therefor, from the point of delivery of the equipment direct to his starting place and pay therefor at the regular straight-time hourly rate for the actual hours spent in traveling. The payments provided in this paragraph shall be in lieu of the subsistence provided in Paragraph 1609 and the driver shall have no claim for travel or subsistence in addition to such payments.

**1615. Operation of Equipment Outside Regular Hours:**

When equipment is operated before or after shift, or on Saturday, Sundays or holidays, the employee assigned to such equipment during the regular shift shall be offered the overtime work except in the case of immediate emergency.

1616. Employees employed on tunnel work shall be paid fifty cents per hour above the rate of pay for the classification of work in which they may be engaged for all tunnel work. Tunnel work shall be defined as the actual boring, driving and concreting of tunnels.

**1617. Sanitation and Safety:**

The Contractors and the Union agree that all applicable State and Federal Safety Orders shall be observed by the Contractor and the employees.

1617.1. The Contractor shall be required to furnish suitable shelter to protect employees from falling materials and provide umbrellas on equipment being operated under desert heat conditions and foul weather gear, if required.

1617.2. Heaters will be provided for all Teamster equipment when the outside temperature is below forty (40) degrees Fahrenheit during the shift.

1617.3. Suitable sanitary drinking water and adequate toilet facilities shall be furnished by the Contractor in accordance with California State Law.

1617.4. All equipment with air conditioning shall be maintained in good working order. No employee shall be required to operate any equipment on projects of more than (30) working days duration unless that equipment has an air-conditioned cab when the ambient temperature exceeds 100 degrees Fahrenheit.

**ARTICLE XVII**

**Teamster Training and Upgrading Fund**

1701. The parties have established a Teamster Training and Upgrading Fund and Trust.

1702. Contractors signatory to this Agreement agree to pay the sum designated in Attachment 1 to this Agreement into the Teamsters' Training and Upgrading Fund. The monies paid into this Fund are to be used for the training and/or upgrading of the skills of present employees and applicants for employment pursuant to that certain Trust Agreement referred to as the Teamster Training and Upgrading Fund and Trust.

**ARTICLE XVIII**

**Wage Scales**

1801. **Overtime:** Time and one-half, except Sundays, Holidays and after Twelve (12) hours worked per day, which are double time.

Effective July 1, 2003 \$1.50 Increase allocated as follows:

\$ .50 to Wages

\$1.00 to Construction Teamsters Security Fund For Southern California

**CLASSIFICATION**

Effective July 1, 2003, new wage classifications are as follows:

	<u>A</u>	<u>B</u> Special Shift	<u>C</u> 2nd Shift
<b>Group I</b> .....	\$22.49	\$22.84	\$23.34
Warehouseman and Teamster			
<b>Group II</b> .....	\$22.49	\$22.99	\$23.49
Driver of Vehicle or Combination of vehicles - 2 axles			
Traffic Control Car Pilot Car, excluding moving Heavy Equipment			
Permit load			
Truck Mounted Power Broom			
<b>Group III</b> .....	\$22.62	\$23.12	\$23.62
Driver of Vehicle or Combination of Vehicles - 3 axles			
Bootman			
Cement Mason Distribution Truck			
Fuel Truck Driver			
Water Truck - 2 axle			
Dump truck and Articulating - less than 16 yards water level			
Erosion Control Driver			
<b>Group IV</b> .....	\$22.81	\$23.31	\$23.81
Driver of Transit Mix Truck - Under 3 yards			
Dumperete Truck - less than 6½ yards water level			
Truck Repairman Helper			
<b>Group V</b> .....	\$22.75	\$23.25	\$23.75
Water Truck - 3 or more axles			
Warehouseman Clerk			
Working Truck Driver			
Truck Greaser and Tireman (\$.50 additional for Tireman)			
Pipeline and Utility Working Truck Driver, including Winch Truck			
and Plastic Fusion, limited to Pipeline and Utility Work			
Slurry Truck Driver			
<b>Group VI</b> .....	\$22.87	\$23.37	\$23.87
Driver of Transit Mix Truck - 3 yards or more			
Dumperete Truck - 6½ yards water level and over			
Driver of Vehicle or Combination of Vehicles - 4 or more axle			
Driver of Oil Spreader Truck			
Dump Truck and Articulating - 16 yards to 25 yards water level			
<b>Group VII</b> .....	\$23.12	\$23.23.62	\$24.12
A Frame, Swedish Crane or similar			
Forklift Driver			
Ross Carrier Driver			

	<u>A</u>	<u>B</u> Special Shift	<u>C</u> 2nd Shift
<u>Group VIII</u> .....	\$23.37	\$23.87	\$24.37
Articulating Water Truck			
Dump Truck and Articulating - 25 yards to 49 yards water level			
Articulating Ejector Truck - 25 yards to 49 yards water level			
Truck Repairman			
Water Pull - Single Engine			
Welder			
<u>Group IX</u> .....	\$23.57	\$24.07	\$24.57
Truck Repairman Welder			
Low Bed Driver - 9 axles or over			
<u>Group X</u> .....	\$23.87	\$24.37	\$24.87
Dump Truck and Articulating - 50 yards or more water level			
Water Pull - Single Engine with attachment			
<u>Group XI</u> .....	\$24.37	\$24.87	\$25.37
Water Truck over 12,000 gals. 2 axle			
Water Pull - Twin Engine			
Water Pull - Twin Engine with attachments			
Winch Truck Driver - (\$.25 additional when operating winch or similar special attachments)			

#### **FUTURE INCREASES**

7/1/04 \$1.50 to be allocated  
7/1/05 \$1.50 to be allocated

The Union may elect, at its option, upon at least sixty (60) days written notice to allocate the increase to (1) Hourly Wage Rate; (2) Health & Welfare; (3) Vacation; (4) Training; (5) Supplemental Dues; (6) Pension; (7) Contract Administration Fund; (8) State Certified Apprenticeship Program; (9) Joint Labor Management Contract Compliance; (10) any combination thereof.

#### **MILITARY BASES**

For all jobs bid on or after 9/1/00, the differential for work at Vandenberg AFB, Point Arguello, Point Conception, China Lake, Camp Roberts, Edwards AFB, Nebo Marine Ballistic Base (Yermo), Mountain Warfare Training Center, Bridgeport, Fort Irwin, George AFB, Naval Air Facility, El Centro, 29 Palms Marine Base will be three dollars (\$3.00) per hour in lieu of subsistence.

1802. Hazardous Material Handling: A one-dollar (\$1.00) per hour premium shall be paid to all employees handling and or hauling class A or B hazardous materials.

1803. Subjourneymen rates will be as follows:

0000-2000 hours \$11.50  
2001-4000 hours \$13.50  
4001-6000 hours \$15.50

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Over six thousand (6,000) hours and thereafter at full Master Labor Agreements rates.

1804. Fringe benefits for subjourneymen will be the same as in the Master Labor Agreement, except that vacation/holidays/supplemental dues will be paid as follows:

0000-2000 hours \$1.20  
2001-4000 hours \$1.45  
4001-6000 hours \$1.70

Over six thousand (6,000) hours and thereafter at full Master Labor Agreement rates.

1805. Subjourneymen may be employed at a ratio of one (1) subjourneyman for every five- (5) journeymen.

1. On the specific job classification of "fuel and grease truck" the ratio of one (1) for five (5) must be maintained.

1806. The Union shall establish and maintain an open non-discriminatory separate employment list for SUBJOURNEYMEN, for the workmen desiring employment on work covered by this Agreement within the area of the Local Union or of the Dispatch Hall serving a particular area of a Local Union. This list will be maintained and handled in the same manner and under the same basic rules as the lists in the Southern California Master Labor Agreement.

1807.

Section A: No Teamster journeyman shall suffer any reduction in wages, hours, benefits or working conditions because of the implementation of the Agreement or any of its provisions.

Section B: It is understood and agreed that the Contractor will not devise or put into operation any plan or scheme, whether herein enumerated or not, to defeat the terms, provisions and/or intent of the Agreement or the provisions of the Master Labor Agreement.

## **ARTICLE XIX Health and Welfare**

1901. Contractors signatory to this Agreement agree to pay to the Health and Welfare Fund known as the Construction Teamsters Security Fund for Southern California at Los Angeles, California, the sum designated in Attachment 1 to this Agreement. This money paid into the Fund is to be used for Health and Welfare benefits pursuant to that certain Trust Agreement referred to for convenience as the Construction Teamsters Security Fund for Southern California.

## **ARTICLE XX Pension**

2001. Contractors signatory to this Agreement agree to pay the sum designated in Attachment 1 to this Agreement into the Western Conference of Teamsters Pension Trust Fund.
2002. The Employer agrees to continue to pay into the Western Conference of Teamsters Pension Trust Fund for each hour worked by or paid to employees in all Teamster classifications the sum designated in Attachment 1.



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2003. The Employer and the Union agree to execute the necessary Trust documents required by the Trustees of the Western Conference of Teamsters Pension Trust as a condition of participation in such trust. The Employer hereby accepts, ratifies and becomes bound by the terms of that certain Agreement and Declaration of Trust executed April 26, 1955, as amended, and as it shall be amended, the same as though he were signatory thereto.
2004. It is understood that the Employer's obligations under the Western Conference of Teamsters Pension Trust provisions of this Agreement are satisfied by the payment of the contributions as described above.
2005. Effective August 1, 1994 the Contractors agree to participate in the Program for Enhanced Early Retirement (PEER 80). The basic contribution rate shall be four dollars and twelve cents (\$4.12) and the additional contribution rate for PEER 80 shall be sixty-eight cents (\$0.68), for the total contribution rate of four dollars and eighty cents (\$4.80). The contribution required to provide the Program for Enhanced Early Retirement (PEER 80) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution rate for the PEER 80 must at all times be sixteen and one-half percent (16.5%) of the basic contribution rate and can not be decreased or discontinued at any time.

#### **ARTICLE XXI Vacation-Holiday Plan**

2101. The parties have established a Vacation-Holiday Plan and Trust. Contractors signatory to this Agreement agree to pay the sum designated in Attachment 1 to this Agreement to the Vacation-Holiday Plan Trust Fund for Southern California.
2102. The Vacation-Holiday Plan shall be self-supporting from income other than the contributions, such as interest and forfeitures, and the employee shall be entitled to receive the full amount of the Contractor contribution made to his account. Any expenses incurred, including the cost of professional assistance, shall be paid from the Vacation-Holiday Plan Trust. Said Vacation-Holiday Plan shall comply with all pertinent legal requirements.
2103. In addition to the payment referred to above, Contractors signatory to this Agreement agree to pay ten cents (\$0.10) per hour worked by, or paid to, employees on all classifications in this Agreement. This money paid into the fund is to be used for the purpose of supplementing sums available for administrative expenses of the Vacation-Holiday Trust Fund for Southern California including expenses of collections of delinquent Employer contributions and assisting covered employees and their eligible dependents in filing and processing of benefit claims.
- 2103.1. If at any time during the term of this Agreement, the Trustees of the Vacation-Holiday Fund of Southern California determine that the said ten cents (\$0.10) payment is no longer needed to cover said administrative expenses, the Trustees may, by resolution, allocate all future payments of said ten cents (\$0.10) or any portion thereof, to the Construction Teamsters Security Fund for Southern California for the remainder of the term of this agreement.

#### **ARTICLE XXII Fund for Construction Industry Advancement**

2201. The parties to this Agreement recognize that to protect and expand the interests of the Construction Industry, to be aware of modes and methods of improving the efficiency of the industry and protect the industry from harmful legislation whose impact is detrimental to both the employees and the Contractors and without regard to whether such employees are employed by members of Contractors the individual employer will contribute the

sum of six cents (\$.06) per hour for all hours worked or paid for by all employees employed under the terms of this Agreement to the FUND FOR CONSTRUCTION INDUSTRY ADVANCEMENT, an employer established and administered Trust formed and created for this purpose and the individual employer hereby adopts and agrees to be bound by the terms of that certain Trust agreement establishing the FUND FOR CONSTRUCTION INDUSTRY ADVANCEMENT, and further agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trust.

2202. It is understood that independent of any other provisions contained in this Agreement which provide for its termination, CONTRACTORS shall have the right and power to cancel unilaterally the provisions, solely of this Article, at any time by delivering notice to the unions in writing to that effect.

### **ARTICLE XXIII Contract Administration Fund**

2301. A trust fund entitled "The Contract Administration Trust Fund for Southern California" shall be used to provide compensation to the Contractors for negotiations and administration of the provisions of this Agreement for the Industry. Individual Employers shall contribute into the contract administration trust fund six cents (\$.06) per hour for each hour paid for or worked and an additional two cents (\$.02) per hour may be allocated by the trustees during the term of this Agreement. The trust fund shall be administered solely by Trustees selected by the Contractors in accordance with a trust agreement to be executed by the contractors. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.
2302. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated pursuant to the Declaration of Trust establishing the Contract Administration Trust Fund for Southern California and further the creation and administration of said Trust by its Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

### **ARTICLE XXIV Owner-Operator**

2400. Owner-Operator is an individual that holds legal or registered title to a motor vehicle or to the power equipment unit thereof in his name and who personally drives such vehicle unit in the performance of work covered by this Agreement.

2400.1. The Contractor shall secure and retain from each Owner-Operator used by him all of the following with respect to the vehicle unit which the Owner-Operator drives on the job:

- a. Registered or legal title
- b. Liability insurance policy on the vehicle naming the operator as the insured.
- c. Drivers License.

A Special Equipment Plate shall not suffice as registered or legal Title.

2401. The Contractor or Subcontractor shall notify the Local Union with area jurisdiction at the start of the job that the Contractor is engaging owner-operators on the job. Within forty-eight (48) hours after the owner-operator begins work on the job, the Contractor will notify the Local Union of the name and Social Security Number of the Owner-Operator.

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2402. Upon request of the Union, the Contractor shall make available a copy of his equipment usage agreement with the Owner-Operators.
2403. It is further agreed that the Contractor will not devise or put into operation any scheme, whether herein enumerated or not, to defeat the terms of this Master Labor Agreement.
2404. It is recognized that many Owner-Operators have executed "short form" Agreements with the Teamsters Union, which incorporates by reference provisions of this Master Labor Agreement. The provisions of such "short form" agreement shall be applicable to said Owner-Operator only in their capacity as employers, i.e., when such Owner-Operators are employing one or more employees. When Owner-Operators are working on a job covered by this Master Labor Agreement their employment shall be covered by the Owner-Operator clause of this Agreement.
2405. If a Contractor through the grievance procedure is found violating any portion of this Article, the Joint Adjustment Board or the Impartial Chairman, as described in Article V, shall require the Contractor to immediately pay compensatory damages for each Owner-Operator with respect to whom the Contractor is in violation in an amount equal to the sum of Health and Welfare and Pension contributions, under the terms of this Agreement, for eight (8) hours for each day or portion thereof the violation occurred, such damages to be made payable to the Construction Teamsters Security Fund by check promptly mailed to the respective Local Union. The Joint Adjustment Board or Impartial Chairman may also grant such further relief as may be deemed appropriate.
- 2405.1. Notwithstanding any other provision of this Agreement, the sole and exclusive remedy of any violation of this Article XXIV shall be sought under the provision of Article V of this Agreement.
2406. **Separability.** If any paragraph of this Article XXIV should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any paragraph of this Article XXIV should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or paragraph to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of, has been restrained, shall not be affected thereby. Should the foregoing eventually arise the parties agree to negotiate substitute paragraphs or Articles upon sixty (60) days' written notice by one to the other. In the event the parties fail to reach agreement within sixty (60) days following the beginning of such negotiations, either party shall be free to take whatever economic or legal action it may deem necessary in support of its bargaining position, notwithstanding the no strike provisions of this Agreement; provided, however, that the party initiating such action shall give to the other party a fifteen (15) day written notice of intention to take such action.
2407. Notwithstanding any other provision of this Agreement, this Article XXIV Shall be applicable only to Owner-Operators performing (or who, upon their employment, will be performing) work to be done at the site of construction, alteration, painting, or repair of a building, structure, or other construction work.
2408. The Parties to this Agreement agree that the provisions of this Article were not intended to apply, and do not apply to off road water pulls, articulating dump trucks or articulating water trucks.
2409. Disagreement over interpretation or application of this Article shall be subject to the Grievance and Arbitration procedure as described in this Agreement.
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**ARTICLE XXV  
Supplemental Dues**

2501. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum of fifty cents (\$0.50) from the amounts required to be paid by the third paragraph of Attachment No. 1 to this Agreement for each employee covered hereby for each hour worked or paid for in each payroll period as special supplemental dues. In implementing the foregoing, the parties have heretofore established the Construction Teamsters Vacation Dues Reconciliation Trust (hereinafter "Dues Trust") as agent for the purpose of receiving and holding written authorization cards and for receiving, holding, allocating and distributing the dues monies.
2502. Said supplemental dues shall be transmitted to the Dues Trust concurrently with, but not as a part of, the employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Vacation-Holiday Plan Trust Fund for Southern California. All sums deducted by the employers pursuant to the provisions of this Article shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the employers pursuant to the provisions of this Article shall, from the instant of their transmittal be considered vacation-holiday contributions if no such proper authorization shall have been furnished, and shall be held by the Vacation-Holiday Trust for the account of the employee. Prior to deposit in the separate bank accounts of the Dues Trust, on the one hand, and the Vacation Holiday Trust, on the other, the bank shall separate the funds transmitted into dues and vacation-holiday contributions, respectively, based upon whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of the appropriate Trust referred to in this Article. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All cost incident to receipt, administration and remittance to the Union of the supplemental dues payment shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Local Union and/or the Dues Trust, as agent for the Contractor, within fifteen (15) days following the first year or any year thereafter, revokes such authorization.

**ARTICLE XXVI  
Pre-Job Conference**

2601. It is agreed there will be a pre-job conference prior to the start of any job or project at the option of either party where the agreed or estimated cost is five hundred thousand dollars (\$500,000.00) or more.
2602. If the Contractor is a member of a signatory association, the pre-job conference will be arranged through the appropriate Association with the Building and Construction Trades Council or a Union having jurisdiction over the work in the area of the project.
2603. The individual Contractor shall, upon request, advise the Union, in writing, of the names and addresses of all subcontractors employed or contracted with for services to be performed under this Agreement.

**ARTICLE XXVII  
Trust Fund and Delinquencies**

2701. Every Contractor or subcontractor agrees to accept, assume, and be bound by all of the terms and conditions and obligations imposed by and under the Construction Teamsters Security Fund, Construction Teamsters

Vacation-Holiday Trust, and Teamsters Training and Upgrading Trust and the Western Conference of Teamsters Pension Trust Fund, pursuant to the aforementioned Trust Agreements and any other Trust Agreements similarly negotiated, and any modifications, alterations or amendments made hereto.

2701.1. The participation by the Contractor in said Trusts shall be for the duration of this Agreement and any renewals or extensions thereof.

2701.2. The Contractor or subcontractor agrees to make all payments to the Trustees at their place of business in the City and County of Los Angeles.

2701.3. The Contractor or subcontractor further agrees that he does irrevocably designate and appoint the employers mentioned in said Trust Agreements as his attorneys in fact for the selection, removal and substitution of Trustees as provided in said Trust Agreements.

2701.4. The Trustees through the administrative office of the appropriate Health and Welfare, Pension, Training and Upgrading and Vacation-Holiday Funds shall advise each Association party to this Agreement and the Union of the current, delinquent accounts.

2702. In the event a Contractor is determined to be delinquent in performing any obligation to a Trust Fund by the Board of Trustees or authorized committee of Trustees of that Trust Fund, the Trustees shall provide a written notice of delinquency to the Contractor. If the Contractor fails to finally resolve the delinquency dispute to the full satisfaction of the Trust Fund within ten (10) days after the date of transmittal of the written notice, the Union party to that Trust Fund shall have the right to take economic action, including, but not limited to, the right of withholding workmen, refusal to dispatch workmen and strike action against such Contractor until satisfactory resolution of the delinquency dispute between the Trustees and the Contractor.

2703. The respective Trustees of the Trust Funds shall be requested to furnish a list of delinquent Contractors each month to the Contractor Associations and Unions without charge. The respective Trustees of the Trust Funds shall be requested to require the respective Administrators of the funds to make available to all contributing Employers, upon subscription, at a charge to be determined by the Trustees as their actual cost, a list of delinquent Contractors each month. The Contractor agrees he will not subcontract any portion of his job to any employer whose name appears in the delinquent list until such employer has paid all delinquent monies to the Trust Funds. In the event the Contractor subcontracts to any such delinquent employer in violation of the foregoing, the Contractor shall remove such Subcontractor from the job immediately unless such delinquent Subcontractor immediately makes full payment of all amounts owed to the Trusts.

2703.1. The term "Contractor" or "Subcontractor" shall include all present and prior entities of delinquent Contractor or Subcontractor regardless of any change of name, or change of entity, provided that the owner or shareholders of the delinquent Contractor or Subcontractor holds at least ten (10%) percent ownership in the new entity.

2703.2. In the event the Contractor subcontracts work covered by the agreement to any listed delinquent subcontractor, the Trustees of the Trusts may demand that the Contractor immediately post a cash deposit in the sum of five thousand (\$5,000.00) or ten (10%) percent of the gross subcontract price, whichever is greater. Such deposit shall be placed in a custodial account designated by the Trustees until the issue of delinquency is resolved to the satisfaction of said Trustees. Interest or any portion thereof on this deposit shall not accrue to the benefit of the Contractor unless the listed delinquent subcontractor was listed in error. The Contractor shall submit the cash deposit to the Trustees within five (5) days of receiving written notice from the Trustees or their designated representative to deposit same.

2704. If through audit or other discovery, a bid-listed subcontractor is deemed delinquent after the date of the bid, the Contractor's liability shall be limited to those amounts incurred on his job only. If a subcontractor becomes delinquent after commencing work for the Contractor, the Contractor shall be liable for all delinquencies incurred on the Contractor's jobs or projects.

2704.1. The Contractor may terminate the subcontract of said delinquent subcontractor, or subcontractors, thereby limiting his liability on the job or project to the period from the eleventh day after such notice is sent by the administrative office to the termination of such subcontract on that job.

2705. The Contractor agrees that in the event he contracts or subcontracts any work covered by this Agreement, and in the event that such subcontractor fails to pay the fringe benefit contributions provided for under this Agreement, then the Contractor shall become personally liable for the payment of such sums incurred by the subcontractor while subcontracting for Contractor and such sum shall immediately become due and payable by the Contractor.

2706. Where the General Contractor fails or refuses to make any payments required under the above provisions, the Union shall have the right to take economic action against any or all jobs of such General Contractor and shall make every reasonable effort to do so.

2707. Where there is no General Contractor on the jobsite, the right of the Union to take economic action by the Union shall apply to the project as a whole.

2707.1. Any such action in accordance with the foregoing Paragraph 2707 shall not be considered a strike or work stoppage within the terms of this Agreement. This provision shall apply to any Contractor or subcontractor, on any jobsite operation under any change of name or association or joint venture, including any person who may have been a principal financially associated with the Contractor, or subcontractor, who was delinquent in said payments and with regard to which delinquency the notice required has been given.

2708. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreement necessary to accomplish the above.

2709. The employer shall make contributions into the appropriate Trust Funds for all employees covered by this Agreement for all hours of employment (worked or paid) of such employees, regardless of whether all such hours are worked in work covered by this Agreement.

2710. All contributions shall be due and payable to the appropriate Trust Fund on or before the 15th day of the month following the month in which the work was performed. All payments not post-marked on or before the 15th day of the month shall be delinquent.

2711. Each individual Contractor found to be delinquent shall, in accordance with the Trustees' determination, be liable to pay all legal fees, court costs, and auditing costs in connection with such delinquency. Liquidated damages in the amount of thirty-five dollars (\$35.00) or twelve (12%) percent per Trust of the delinquent amount, whichever is the greater, shall be due to each Trust Fund from the delinquent Contractor, except for the Western Conference of Teamsters Pension Trust which will be an amount equal to twenty percent (20%) of the amount of Contractor Contributions due.

2712. The Union represents all employees who perform any work in the Union's craft and such employees shall be covered by this Agreement. The Trustees shall have authority to audit Contractor records, either periodically or on a need basis, to determine the appropriate contributions and shall have specific authority to examine the Contractor's Federal W-2 Forms, 1099 Forms, his Quarterly State Tax Returns, Cash Disbursement Records,

individual time cards, individual payroll records, State of California DE-3 Returns, Employer reports to other Trust Funds, and pertinent items within the General Ledger. Upon demand of the Trustees, any Contractor or Subcontractor who has failed to report in any month, or any Contractor or Subcontractor for whom there exists a reasonable belief by the Union or Trustees that such Contractor is failing to report or pay contributions shall immediately submit relevant records as described herein for audit by the Trustees on their designated auditors. If litigation is required to complete such audits, the Contractor shall pay all attorney fees, audit costs, interest and other costs incurred in connection therewith. In the event a Contractor or Subcontractor refuses to submit to such audit, the Union shall have the right to take economic action against any or all jobs of such Subcontractor or Contractor and make every reasonable effort to do so.

2713. Any disputes between the parties concerning the performance of obligations to the Trust Funds are not subject to Article V of this Agreement. The Trustees of the Trust Funds are not regarded as parties to this Agreement and are not obligated by this Agreement to arbitrate any of their rights under this Agreement.

### **ARTICLE XXVIII**

2800. It is agreed by the parties hereto that all matters of wages, hours, fringes, classifications and working conditions, are closed until June 30, 2006.

Joint Council of Teamsters No. 42, and Teamsters Local Union No. 87, International Brotherhood of Teamsters.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jim Santangelo

Associated General Contractors of California, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Thomas Holsman

Building Industry Association of Southern California, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Pam Ackrich

Southern California Contractors Association, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jere Meacham

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**ATTACHMENT NO. 1  
Contributions Payable To Trust Funds**

	EFFECTIVE DATE <u>7/1/03</u>
Construction Teamsters Security Fund for Southern California .....	\$6.02
Western Conference of Teamsters Pension Trust Fund .....	\$4.80
Vacation-Holiday/Supplemental Dues Plan Trust Fund .....	\$2.60*
Teamster Training and Upgrading Fund .....	\$0.42
Advancement Industry Fund .....	\$0.06
Contract Administration Fund .....	\$0.06

\* Includes \$.05 diverted from Security Fund

The above contribution will be made for each hour worked by or paid  
to employees on all classifications contained in this Agreement.